ally recognized as *de jure* also, the act is an act of sovereignty and lawful; otherwise it is merely tortious. *Dudley v. Folliott*, 3 T. R. 584; *Watkeys v. De Lancey*, 4 Doug. 354, 26 E. C. L. 400. A covenant for quiet enjoyment in a lease only goes to the extent of engaging that the landlord has a good title and can give a free and unencumbered lease. *Ramsay v. Wilkie*, 13 N. Y. Supp. 554. But the covenant for quiet enjoyment is broken where the land at the time of the lease was subject to a lien for street betterments, unless the lessor remove the lien. *Blackie v. Hudson*, 117 Mass. 181.

NEGLIGENCE—FREE PASS—EXEMPTION FROM LIABILITY.—NORTH. PAC. RY. CO. V. ADAMS, 24 SUP. CT. 408.—*Held*, that a railway company can exempt itself from liability for injury through negligence to one travelling on a free pass. Harlan and McKenna, JJ., *dissenting*.

The decisions on this subject are various and conflicting. In England there can be a general exemption for liability even in case of a passenger for hire. *Slims v. Great Northern R. Co.*, 14 C. B. 647; *Peek v. R. Co.*, 10 H. L. Cas. 473. In this country some cases are to the effect that the company is liable for negligence to all its passengers, free or otherwise. *Penn. R. Co. v. Butler*, 57 Pa. St. 335; *Mobile & O. R. Co.*, 41 Ala. 486. In New York there can be a limitation of liability for negligence of servants; not for party's own negligence. *Stinson v. N. Y. Central*, 32 N. Y. 333. In Illinois there is a distinction between gross and ordinary negligence. *Chicago, etc., R. Co. v. Chapman*, 133 Ill. 96. The general rule is that it is not just and reasonable on grounds of public policy that carriers should limit their liability for negligence in case of passengers for hire. *Louisville, etc., R. Co. v. Taylor*, 126 Ind. 176; *Baltimore, etc., R. Co. v. McLaughlin*, 73 Fed. 519. The leading case on this point in the Federal courts is *R. Co. v. Lockwood*, 17 Wall. 357. But as regards free passengers a limitation of liability violates no rule of public policy and is valid. *Quimby v. Boston, etc., R. Co.*, 150 Mass. 365; *Griswold v. N. Y., etc., R. Co.*, 53 Conn. 371. This rule as to free passengers formerly unsettled in the United States courts, may, by the present decision, be considered as established.

NOTES—GUARANTOR—NOTICE OF NON-PAYMENT—EFFECT OF FAILURE TO GIVE.—PFAELZER V. KAU, 69 N. E. 914 (ILL.).—*Held*, that a guarantor of a note is not entitled to notice of non-payment even though he can show that he has sustained losses which would not have occurred if notice had been given to him.

There is no unanimity among the authorities on this point, some holding that reasonable notice of non-payment should be given. *Talbot v. Gray*, 18 Pick. 534; *Gamage v. Hutchins*, 23 Me. 565; *Gibbs v. Cannon*, 9 Serg. & R. 198. The weight of authority maintains that the guarantor cannot set up want of notice as a defense. *Beebe v. Dudley*, 6 Foster 249; *Allen v. Rightmere*, 20 Johns. 365. The Illinois decisions are in conflict. In *Heaton v. Hulbert*, 3 Scam. 489, it was held that notice must be given if through the lack of it the guarantor suffers. *Voltz v. Harris*, 40 Ill. 155. The later cases seem to uphold the principal case. *Gage v. Mechanics Nat. Bank*, 79 Ill. 62; *Parkhurst v. Vail*, 73 Ill. 343; *Stowell v. Raymond*, 83 Ill. 120.